App. F. IX-4

192 8.

File No. 53-28

Previous References

Serial Nos. 9 – 15

Later References

General and Revenue Secretariat.

Serial Nos. 8

Part B for August 1929.

SUBJECT

Lease of Vrambettayyanur village of the Kaveripattanam Zamindari belonging to Sri Aravati Math.

No. 485 dated 5 20.8.29

To the Dy. Com^r. Kolar.

Request to take action according to Govt. opinion

G. R. S. APP F.III—1] 1928.

GENERAL AND REVENUE SECRETARIAT.

(Muzrai)

NOTES.

File No. 53/1928.

FILE HEADING.

Lease of Errabellayyanur Village in the Kangundi zamindari belonging to the Sri Avani mall.

FROM

The D.C. in Mysore.

No. C. 1706 Dated 29.4.29 Received

Diary No.	Enclos.	Spare copies	Serial No.
1651	1 file		9.

BRIEF ABSTRACT OF LETTER.

Reports with ref. to this office letter dy 28.11.28, that the above village had been permanently leased out in 1890 by the previous Swamy to Govinda Setty for an annual kuttu of Rs 200/-, that the D.C. has now secured a Thirty years' lease from 1929-30 on an annual rental of Rs 350, from B. Krishnappa Setty (Shraddaka

NOTES AND ORDERS.

of Govinda Setty's Son Ramakrishna Setty) who has undertaken to repair the tank also at a cost of Rs 2230/-, and requests approval thereto.

The D.C. adds that he has instructed The D.C. to obtain a Release Deed

NOTES—First Sheet.

Serial No.

from the present lessee Rama
krishna Selly to the new arrang
ment of 30 years' lease propos

From, the D.C.
Letter no. C. 1706 Dt 3.5.29
Submits D.C's letter reporting
that in lieu of a Release Deed
proposed to be taken from Mr.
Ramakrishna Selly, a Receipt
from the new lessee with the
attestation of Ramakrishna Selly
is enough, and Requests instruc
in the matter in consultation
with the L.R. if necessary.
and also Sanction to the new
lease to Krishnappa Selly
for 30 years.
2 may. 3.5.29 on the ... it perhaps
A perusal of the Confidential
D.O from the Dist Collr
shows that the village in
question has been hypothecated
and mortgaged by the present
lessee Mr R. Selly for a
total sum of Rs 75257.
3 May the file be sent to
Bd. Br. for obtaining the
L.R's opinion on the
points raised?
Submit
AV 12.5.29
4 Mr Opinion of the Leg Rem Member Finance
Mr points raised as well as to Mr Deed of agreement
1st Member 5/5/29

OFFICE OF THE FIRST MEMBER OF COUNCIL
13 MAY 1929
7144

Note—Contn Sheet

W.D 01654 GPB—30,000—20-4-29

Serial No.

Ly Secy)

6 Mrs. Dutt's confidential note (H. W) shows that the interest of the permanent lessee has passed to third parties & that he has no substantial interest in the property. A release died from him cannot operate to extinguish the incumbrances created by him & will not be binding on the mortgagees. Under the circumstances, a fresh lease from Krishna Selly can confer no rights & serves no useful purpose.

The proper course would be to take steps to get the permanent lease cancelled under the law in B. India.

H: Secy with compts.

GOVT. OF INDIA
15 JULY 1929
No. 389

& The above views might be communicated to Mr. Mc & who has reminded this office today. A telegram has also been received from the DC for orders

9 C&S 1977

10
Draft subs for appr or orders
HW 15/7

WD 01684—GPB—30,000—20-4-29

General and Revenue Secretariat | File No. | of 192

Serial No. 12

B. B 30/7

From, the D. C., Kolar Dist
Letter no. A. 2. C. 2134 dt 31.7.29.
makes further suggestions
The matter of
The new [illegible]

Note—Contn Sheet

WD 01684—GPB—30,000—20 4-29

General and Revenue Secretariat | File No. | of 192

Serial No.

12 It will be seen from the enclosed D.O. dy 28.2.29 from the Malur Sub Divl Officer that the present lessee is not in actual possession of the matt land so leased out to him. Submitted If fuller details are AV 1.8.29. required, a letter will be addressed.

HWS 1/8 (Please) 2/8

13 The D.C. Kolar who will be here may perhaps enlighten the L.R. in the matter.

2-8-29

14 I spoke to the L.R. He wants a clear answer after further enquiry. I shall send a letter. I have taken back my papers for reference

3/8/29

Seen 5/8/29

15 The further report promised by D.C may be awaited. as L.R. wants definite Submitted. info: regarding to any communication appears to be necessary, as such 6/8/29 further communications have not passed through him, orders solicited.

HWS 6/8

16 This may be done

FR

Seen (illegible) 20/8/29 HWS

WD 01684—GPB—30,000—20-4-29

General and Revenue Secretariat

Jour. File No. 53 of 1928

Serial No.

From, Mr. [illegible] Kolar, D.O. 17/7/29
Submits further report in the matter
17 The Fin. Secty has noted on the D.O. as follows:-
"Jo. L.R. with Compliments for favour of very early opinion. The connected pp. are sent up
Submr
21/8/29.

21/8 HW

18 I have nothing more to add to my opinion of 15.7.29. It is now clear that it is the mortgagees who are in possession. Hence, it is not desirable that Govt should intervene in speculation as proposed by the W.I. Com.

D. M. 22/8
22/8

Secy with comps

23/8

19 The DC may be informed to take action according to legal opinion already communicated in letter of 15th July 1929 addressed to M.C (1st member)

24/8/29

No yes

26.8.29

21 Secy

Note—Contn. Sheet

WD 01684—GPB—30,000—20-4-29

General and Revenue Secretariat | File No. 53 | of 192 6

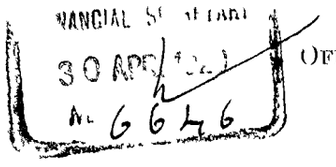
Serial No.

15

Noto—Contn. Sheet

WD 01684—GPB—50,000—20-4-29

M. C. 13]



OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE,

Bangalore, 26th April 1929

No. C 1706/28-9 Encl, one pass book + a file

FROM

P. G. D'Souza, Esq., B.A., B.L.,
The Muzrai Commissioner in Mysore

TO

R. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of His
Highness the Maharaja of Mysore,
Financial Department.

SIR,

Adverting to your letter No.1026/M.F.55-28-3 dated 26th Nov. 1928 forwarding for taking further action the opinion of the Legal Remembrancer in re the execution of repairs to Jambu Cheruvu tank in Errabettayyanur village in the Kangundi Jamindari belonging to the Sri Avani Matt, I have the honor to forward herewith copy of Kolar District Deputy Commissioner's letter No.A2 C.2134-28-29 --- dated 14/15th April 1929 and the records received therewith and -- to state as follows:-

The village of Errabettayyanur belonging to the Sri Avani -- Matt had been permanently leased out in favour of one Govinda Setty on a net annual rental of Rs.200/- under a Registered Deed dated 2nd April 1890 by the late Swamigalu of the Matt. His son Ramakrishna Setty is the present lessee. By the present arrangement made by the Deputy Commissioner a 30 years' lease has been secured from the Shaddaka of Ramakrishna Setty in place of the permanent lease granted by the Swami and the lease amount has also been -- increased to Rs.350/- from the year 1929-30. The first year's deposit amount has also been placed by Krishnasetty in the ----- Government Savings bank and the pass book has been handed over to the Deputy Commissioner in token of its being ~~usual~~ used for 1st year's rent should the lease be sanctioned. In addition the proposed lease has undertaken to repair the tank at a cost of Rs.2230/.

By this arrangement the matt secures an additional annual net income of Rs.150/- besides shifting the responsibility of repairing the Railway effecting tank on the proposed lessee, while at the -- same time it gets rid of the old lease very easily in as much as the Deputy Commissioner reports that Ramakrishnasetty is agreeable to the new lease and that under the circumstances represented in Mr. Dutts -- confidential note it is not desirable to continue the lease in favour of Mr. Ramakrishnasetty. In the above circumstances, I request that the action taken by the Deputy Commissioner to secure the fresh lease may kindly be approved as it is in the best interests of the institution.

As the records do not show that the Deputy Commissioner has -- obtained in writing the consent of the present lessee Mr. Ramakrishna Setty to the new arrangement proposed by him, he has been instructed to take a Release deed from him immediately to avoid future troubles.

I have the honor to be,

Sir,

Your most obedient servant,

R. Narasimha Ayyangar

Assistant Commissioner

for Muzrai Commissioner.

(Absent from Station)

Letter No.A2-C.2134/28-29 dated 14/15th April 1929 from the Deputy Commissioner, Kolar District to the Mysore Commissioner in Mysore.

Lease of Errabetayyanur- Kanguadi Zamindari - village belonging to Avari Matt.

I have the honor to invite reference to correspondence ending with your letter No.1050/28-29 dated the 28th December 1928/2nd January 1929 from which you will see incidentally that the village of Errabetayyanur belonging to the Avari Matt had been permanently leased out in favour of one Govinda Setty on a net annual rental of Rs 200/- under the registered deed dated the 2nd April 1860. In connection with securing the lessee's consent to effect the necessary repairs to Jambu Cheruvu tank of that village in accordance with the notice issued by the Collector of Chittoor District under the Railway Protection Act, took up the question also of cancelling the premanent lease which is detrimental to the interests of the matt. After considerable negotiation and repeated notices and adjournments which will be apparent from the enclosed order sheet, I have been able to secure the enclosed registered deed from Mr. Pallapalli Krishnappa Chetty, Bhudaga i.e., Wife's sister's husband of Mr. V. Ramakrishna Setty son of Mr. Govinda Setty and present lessee, agreeing to give the enhanced rental of Rs.350/- a year from 1928-30 to the Matt for a period of 30 years - and producing Savings Bank account No.1911 of the Palmaner Taluk - Treasury for Rs.350/- as deposit of one year's rental. The agreement binds Mr. Krishnappa Setty to effect the repairs necessary for the tank in accordance with the Collector's notice, estimated to cost Rs.2,230/-

2. It will be noticed that by accepting this agreement on behalf of the Matt, the Government will have avoided the tedious and costly litigation that would have been necessary to get the permanent lease cancelled and that simultaneously the Matt would have gained an additional revenue of Rs.150/- a year and saved the expenditure of Rs.2,230/- which it would have had to incur for the repair of the tank if we had proceeded to litigation to avoid the present lessee, and also that the matt substitutes a lease for a fixed term in place of perpetual lease.

3. The advantages of the new arrangement are therefore, obvious and they have been secured by the tactful management of Mr. Guru Mutt who has had to visit the village more than once.

4. The successful termination of this negotiation will, I am confident, facilitate the completion of other negotiations -- necessary in respect of the properties of the Matt whithin the Mysore State.

5. I request that the sanction of Government may kindly be obtained for the terms of the lease in accordance with the registered deed ~~xxxxx~~ which I have sent enclosed. To fix the party to his terms, I had to authorise him to incur an extra expenditure of Rs.21/- in stamp duty and give me a -- completely registered agreement and he requests that the --- expenditure of Rs.21/- which could have been avoided if he had only executed counterpart of a lease simultaneously with the grant of lease by the Government be made good to him. Considering the advantages secured, this is a very minor matter and I request that he may be permitted to deduct the sum of Rs.21/- in the -- first year's rental payable by him by the 31st of March 1930.

6. I request very early sanction to the arrangements, Mr. Ramakrishna Setty has certain enemies in Kuppam who will, he -- expects, agitate and offer even higher rental but in view of the points already enumerated by me, I consider that the arrangement now effected with the consent of Mr. Ramakrishna Setty is equitable and reasonable and may be sanctioned. I send enclosed in a ~~xxxxxx~~ sealed cover Mr. Guru Dutt's D.O. confidential report dated the 25th February 1929 as the result of a visit to Kuppam where I had sent him when Mr. Ramakrishna Setty had not turned up in accordance with his promise. It will be seen therefrom that the change of tenancy is a distinct advantage and it will also show why I have deemed it necessary to get a deposit of a year's rental which we do not have under the present arrangement.

"C o p y"

For Mazrai Commissioner.

12

M. C. 13]

FINANCIAL
3 MAY 1929
No 40

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE,

Bangalore, 3 192

53 - 28 - 9(a)

No. C 1706 Encl 28 9

From

P. G. D'Souza, Esq., B.A., B.L.,
The Muzrai Commissioner in Mysore.

To

1682
(1651)

P. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of His
Highness the Maharaja of Mysore,
Finance Department.

Sir,

In continuation of my letter No.C.1706/28-9 dated the 30th Ultimo, in re the lease of Errambudi, Shet Village in the Kolar Zamindari and belonging to the Mysore Temple, I have the honour to forward herewith copy of the plan referred to in the Deputy Commissioner's D.O. letter dated the 30th idem, stating that it is proposed to grant the lease of the present lessee Ramakrishnasetty that the old lease be renewed and secured and that in lieu of a release deed, a receipt from the new lessee Ramakrishna Setty, a receipt from the new lessee in favour of Ramakrishna Setty is enough. I request that instructions may kindly be issued in this matter in consultation with the Legal Remembrancer if necessary. Formal orders of Government may kindly be obtained sanctioning the lease of the land for the period recommended by the Deputy Commissioner.

I have the honour to be,

Sir,

Your most obedient Servant,

Muzrai Commissioner in Mysore.

Confidential.

D.O.dated A2.C.2134/38-39 dated 30th April 1939 from the Deputy Commissioner, Kolar District to the Muzrai Commissioner in Mysore.

I am in receipt of your confidential D.O. 1700/2 dated [illegible] 29th April 1939 in the matter of the lease of Yerrambeedu [illegible] belonging to Sri Avani Matt. The new lease was negotiated [illegible] by the present lessee Mr. Ramakrishna Setty, and it was [illegible] his Shadaga to deliver the registered deed. The records [illegible] fully bears this out. There will be no difficulty [illegible] receipt from the new lessee after Government's notice [illegible] stating that he has taken the possession of the property from the present lessee. I request that, in lieu of the release deed by Ramakrishna Setty, the obtaining of a receipt from the new lessee at the attestation of Ramakrishna Setty may be allowed as a substitute, as this will be easier and less costly, while avoid[illegible]

"C o p y"

For Muzrai Commissioner.

M. C. 13]

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE,

Bangalore, . 26th June 1929.

No. 1706 Eml
28-9

FROM

P. G. D'Souza, Esq., B.A., B.L.
The Muzrai Commissioner in Mysore

FINANCE DEPT
20 JUNE 1929
No

To

Revenue 388-28-1, 53.7.28-9(a)

P. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of
Mysore and Member of the
Executive Council.

SIR,

In continuation of this office letter dated [illegible] on the lease of Arrabetayyanur village belonging to the Sri [illegible], I have the honor to submit herewith a further semi-official letter dated 14th June 1929 received from the Deputy Commissioner [illegible] solicit the favour of early orders in the matter.

I have the honor to be,
Sir,
Your most obedient servant,
for Muzrai Commissioner.
(absent from Station)

No 1692
A D's letter dated 3.6.29
as been sent to the Law Secy
20.6.29 If approved This will be
sent for confirmation.
CS
27/6
Please bring up today
Secy
may be sent to Accts Branch
for confirmation after early receipt
action on the matter is stated to be needed

Secy 27/6/29
Law
Secy

The main file is with
L.R for opinion. This may
also be submitted to him

Secy
27.6.29

OFFICE OF THE DEPUTY COMMISSIONER,
KOLAR DISTRICT.

Dated, Kolar, the..... 192

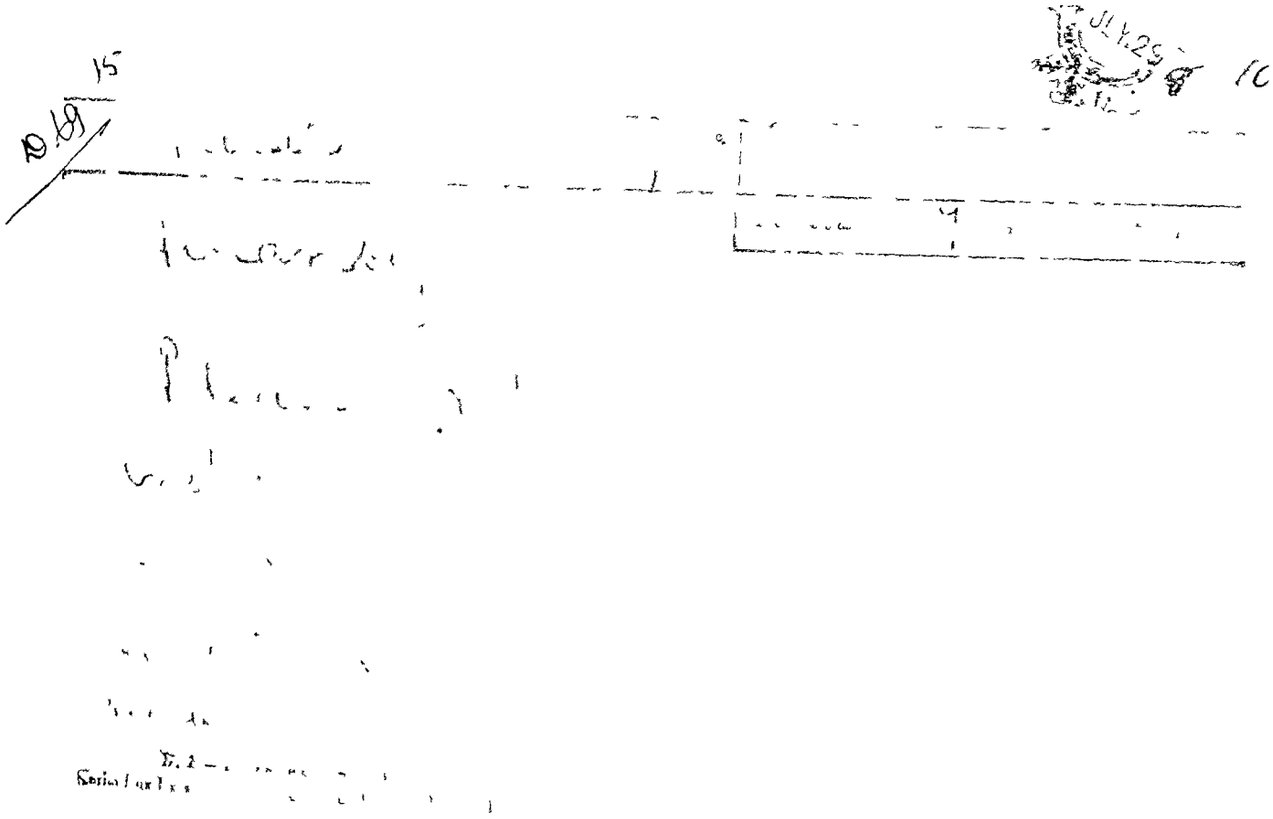
C. 1780
28 5
MCR
+VSR

Sir,

To

(1) Rec'd Sno'b + L R for opinion as
(2) Returned to file Sno' on 24/7/29
12/7/29

IMMEDIATE.



G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Sir W. Mc Lean (Legal)

In favour of
the Media order in
Case. Members of the Press
already admitted in
the Media.

NB
15/7/29

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

The main file with A.G.'s opinion therein is hereunto limited.

Mess. Branch

DOF
15-7-29

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

N B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

Office of the Deputy Commissioner, [illegible] District.
No. [illegible] 4/26-29. Dated, [illegible], the [illegible] July 1929.

FINANCIAL SECRETARY
11 JULY 1929
NO. [illegible]

From

M.V.[illegible], Esq., B.A.,
Dy. Commissioner,
[illegible] District.

GOVT. SECRETARIAT
12 JUL 1929
OUTGOING
D. 51

To

A.Srinivasa Iyengar, Esq., B.A., B.L.,
Under Secretary to Government of [illegible],
Financial Department,
[illegible].

Sir,

Subject:- Lease of Arrabattayam [illegible] - [illegible] belonging to [illegible].

I have the honour to state that [illegible] Collector in the matter of the [illegible] in favour of the [illegible].

2. The Collector, Chittoor District has [illegible] to the agent under Section 5 of the Minor Inams Act to get their pairs on the [illegible], [illegible].

The agreement executed by the new lessee, binds him to [illegible] pairs necessary for the tank, in accordance with the Director notice at an estimated cost of Rs. /-. Should the [illegible] Notice of [illegible], which [illegible] immediately for the acceptance of the new lease [illegible] communicated to me at my camp. A [illegible] notice to the Supdt. Tirupati, Chittoor [illegible] and [illegible] Minor Inams Act.

I have the honour to be,
Sir,
Your most obedient servant,

[illegible]
Deputy Commissioner,
[illegible] District.

D. O. 1706 / 28-9 X+ 15

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE.

Bangalore, [illegible] 192[illegible]

10-62 70 15

Dear Mr. Srinivasachar,

Inwd 53-28-11

I write to a rite reference [illegible] with this office letter [illegible] 1929 in the matter of the lease of [illegible] belonging to Sri Avadhoota Dattatreya [illegible] obtain orders of Government and [illegible] immediately as it is reported that [illegible] that a notice under Sec. 8 of the Rural Police Act has again been issued by the Collector [illegible] District for the purpose of the Temple [illegible]

Yours sincerely,

To

P. Srinivasachar, Esq., B.A., B.L.,

Sub' Secretary to the Government of Mysore,
Revenue and Municipal Department.

The telegram received was sent to L R work [illegible] Muzrai file is pending

Law Section 25/7

MS 15/7 file is [illegible] received

WW 15/7

Appendix F G—1

SUBJECT..... .....

.....

.....

Section Land 3

File No. 8-3-28

Serial No. 12

No. 107

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *192*

To

..... The Hon. Collector

Date of issue..... 15-7-29

Sir,

Signed by ..M.V. T.K.S.

With reference to your letter No C.17061/28 29 dt. 29. April 1929 on the subject of the lease of Erramballay grama Village of the Kangundi Zamindary belonging to the Avanmahl, I am directed to forward an extract of the opinion recorded by the Hon'ble Member in the matter of accepting the new lessee and the conditions, re the repairs to be executed to the Jaundra channel attached and to

Enclosures (one Cover Pocket with D.O. No 115 - dt 16/7/29 to Peria and to Hon'ble Member) were sent Ver Records

WS 16/7

st of enclosures.....

Copied by.....

Examined by.....

over

request you to take further action with his views as to get the permanent lease cancelled under the laws in Force.

As regards the repairs to the tank, steps have to be taken to order the urgent repairs as req^d by the Collector, the cost of the works being debited to the Arani Municipality.

An early report in this matter may be forwarded for info^n of Govt.

Yours etc

15/7/29

for Sec.

109 & 15-7-29

with copy of Rep Ramchandra Iyer

Copy of the above letter is forwarded to the Dy Coll Kolar with ref to his telegram, dated 14-7-29

15/7/29

for Sec

Immediate.

21

D. O. 1706
28-9.

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE.

Bangalore,... 192 ..

Dear Mr. [illegible],

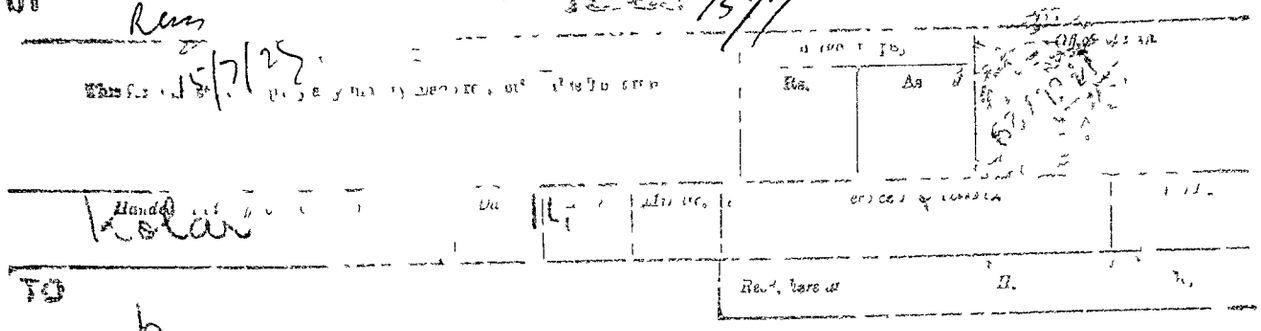
In connection with D.O.letter [illegible]
case of Sri Thirumalai Village [illegible]
I am desired to [illegible] of
communicated from the Collector of [illegible]
request that final orders of Government may
communicated immediately.

Yours sincerely,

To

P. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government in the
Highness the Maharaja of Mysore,
Bangalore D.

Sent by Court x ordered that inspection may be personally
obtained from the H. Secty:



TO

Please refer 7134
[illegible]
[illegible]
from [illegible]
order [illegible]

E. Z.—[illegible] the Hands, [illegible]
Tribune Bus Bros—Pass ers—Cal—849 (B-10)(1) 20 11-26—(1,)(2) 5

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

General and Revenue Secretariat

Dated, Bangalore, 15th July 1929

No. 107-8/Mus

From

B SRINIVASA IYENGAR, Esq., B. A., B L,
Financial Secretary to the Government of His Highness the Maharaja of Mysore

To

P.G. D'Souza, Esq., B.A., B.L.,
Muzrai Commissioner in Mysore, Bangalore.

Sir,

With reference to your letter No. C.1706 of 1928-29 dated the 29th April 1929 re the lease of Errambettayyanur village of the Kangundi Jamindari belonging to the Avani Mutt I am directed to forward an extract of opinion furnished by the Legal Remembrancer in the matter of accepting the new lessees with the conditions re the repairs to be executed to the Jambuk Cheruvu tank attached and to request you to take further action in accordance with his views.

C-2/3
C2/34
29-29

OFFICE OF THE DEPUTY COMMISSIONER 16 JULY 1929

Pretty file
Ans
Ury

I have the honor to be,
Sir,
Your most obedient servant,
Sd/- B. Srinivasa Iyengar,
Secretary to Government,
Financail Department.

Submit the connected papers are herewith. Sd/- D.T.O. 17-7-29

Extract from the Legal Remembrancer's opinion re the lease of Errabettayyanur village in the Kangundi Jamindari belonging to the Sri Avani Matt.

Muz. No. 53 of 1928-29.

Mr. Dutt's confidential Note shows that the interest of the permanent lessee has passed through the third party and that he ~~he~~ has no substantial interest in the property. A Release Deed from him cannot operate to extinguish the incumbrances created by him and will not be binding on the mortgagees. ~~under~~ Under the circumstances a fresh lease from Krishna Chetty can confer no rights to and serves no useful purpose.

The proper course would be to take steps to get the permanent lease ~~transferred~~ cancelled under the Law in British India.

---

* C O P Y *

Superintendent, Muzrai Branch.

Office of the Deputy Commissioner, Kolar District.

No.A2-C.2134/28-29. Dated, Kolar, the 16th July 1929.

Expe

From

A.V.Ramanathan, Esq., B.A.,
Deputy Commissioner,
Kolar District.

To

B.Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to Government of Mysore,
Financial Department,
Bangalore.

FINANCIAL SECRETARY
17 JULY 1929
No.

Sir,

Subject:- Lease of Errabetayyanur - Kangundi Zamindari - Village belonging to Sri Avani Mutt.

In confirming the marginally noted telegram dated 14-7-192. I have the honour to request you to kindly get immediate orders passed in the matter.

Please refer 3134 tenth instant Errabetayyanur Jambucheruvu Notice demanding received from Collector request immediate orders new lease.	A copy of my letter dated 14-4-1929 addressed to the Muzrai Commissioner in the matter is herein enclosed for favour of reference.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Kolar District.

A.R.
15/7/29.

Sub' for perusal
This will be placed
with connected papers

16/5 15/7

Sub file

they have been secured by the tactful management of Mr.Guru Dutt who has had to visit the village more than once.

4. The successful termination of this negotiation will, I am confident, facilitate the completion of other negotiations - necessary in respect of the properties of the Dutt within the Mysore State.

5. I request that the sanction of Government may kindly be obtained for the terms of the lease in accordance with the - registered deed which I have sent enclosed. To fix the party to his terms, I had to authorise him to incur an extra expenditure of Rs 21/- in stamp duty and give me a completely registered agreement and he requests that the expenditure of Rs 21/- which could have been avoided if he had only executed counterpart of a lease simultaneously with the grant of lease by the Government be made good to him. Considering the advantages secured, this is a very minor matter and I request that he may be permitted to deduct the sum of Rs 21/- in the first year's rental payable by him by the 31st of March 1930.

6. I request very early sanction to the arrangements. Mr.Ramakrishna Setty has certain enemies in Kuppam who will, he expects, agitate and offer even higher rental but in view of the points already enumerated by me, I consider that the arrangement now effected with the consent of Mr.Ramakrishna Setty is equitable and reasonable and may be sanctioned. I send enclosed in a sealed cover Mr.Guru Dutt's D.O. confidential report dated the 25th February 1929 as the result of a visit to Kuppam where I had sent him when Mr.Ramakrishna Setty had not turned up in accordance with his promise. It will be seen therefrom that the change of tenancy is a distinct advantage and it will also show why I have deemed it necessary to get a deposit of a year's rental which we do not have under the present arrangement.

==00==

" C O P Y "

Deputy Commissioner,
Kolar District.

A.R.
15/7/29.

Copy of letter No.A2-C.2134/28-29 dated 14th April 1929, from the Deputy Commissioner, Kolar District, Kolar, to the Muzrai Commissioner in Mysore, Bangalore.

===

Lease of Errabetayyanur - Kangundi Zamindari - Village belonging to Avani Mutt.

===

I have the honour to invite reference to correspondence ending with your letter No.1050/28-29 dated the 28th December 1928/2nd January 1929 from which you will see incidentally that the village of - Errabetayyanur belonging to the Avani Mutt had been permanently leased out in favour of one Govinda Setty on a net annual rental of Rs 200/- under the registered deed dated the 2nd April 1890. In connection with securing the lessee's consent to effect the neces ary repairs to Jambu Cheruvu tank of the village in accordance with the notice issued by the Collector of Chittoor District under the Railway protection Act, I took up the question also of cancelling the permanent lease which is detrimental to the interests of the Mutt. After considerable negotiation and repeated notices and adjournments which will be apparent from the enclosed order sheet, I have been able to secure the enclosed registered deed from Mr.Ballapalli Krishnappa Chetty, Shaddaga i.e., Wife's sister's husband of Mr.V.Ramakrishna Setty son of Mr.Govinda Setty and present lessee, agreeing to give the enhanced rental of 350/- a year from 1929-30 to the Mutt for a period of 30 years and producing Savings Bank account No.1911 of the Bo ringpet taluk Treasury for Rs 350/- as deposit of one year's rental. The agreement binds Mr.Krishnappa Setty to effect the repairs necessary for the tank in accordance with the Collector's notice, estimated to cost Rs 2,230/-.

2. It will be noticed that by accepting this agreement on behalf of the Mutt, the Government will have avoided the tedious and costly litigation that would have been necessary to get the permanent lease cancelled and that simultaneously the Mutt would have gained an - additional revenue of Rs 150/- a year and saved the expenditure of Rs 2,230/- which it would have had to incur for the repair of the tank if we had proceeded to litigation to avoid the present lessee, and also that the Mutt substitutes a lease for a fixed term in place of a perpetual lease.

3. The advantages of the new arrangement are therefore, obvious and they

OFFICE OF THE DEPUTY COMMISSIONER, KOLAR DISTRICT.

No:A.2.C.2134/28-29.
Encs. Ten. (8 papers) Copy in

DATED CAMP BANGALORE, the 31st July 1929.

FINANCIAL
31 JULY 19
No...

IMMEDIATE

From

A. V. Ramanathan, Esq., B.A.,
Deputy Commissioner, Kolar District.

SECRETARIAT
31 JUL 1929
MUZRAI
19 163

To

B. Srinivasa Iyengar, Esq., B.A., B.L.,
Financial Secretary to Government of Mysore,
BANGALORE.

Sir,

Adverting to your letter No: 107-8/Muz: 53-28-12 dated 15th July 1929, in the matter of the lease of Yerrabyataiyanur village of Kangondi Zamindari belonging to the Avani Mutt, I have the honor to send enclosed the new lease deed executed and registered by Ballapalli Krishna Setti and to state that Mr. Krishna Setti has accepted the lease and deposited the amount. He is a Shaddaka of the late lessee.

On the death of the previous Swami the perpetual lease was extinguished by operation of Law and therefore the charges created on it were also extinguished.

I would suggest therefore that we may leave it to the mortgagees of the old lease to establish their claim in a Court of Law and that when filed we may resist the suits on the ground that the perpetual lease, having itself been extinguished on the death of the previous Swami, the charges on that lease could not endure.

Such a procedure would not, in my opinion, place the Mutt in a less advantageous position than a suit by the Mutt to extinguish those Mortgagees. But the Mutt will immediately gain in as much as Krishna Setti will execute the necessary repairs to the tank required by the Collector of Chittoor under the Railway Protection Act at a cost of Rs.2,230.

I request that this aspect of the question may kindly be considered afresh and instructions given to me as early as practicable.

I have the honor to be,
S i r,
Your most obedient servant,

Deputy Commissioner,
Kolar District.

V.V.R.

D.O.No. A2-C 2134
28-29
Encls 8 papers and one S B pass book

Office of the Deputy Commissioner,
Kolar District.
Dated, Kolar, the 17th August 1928.

IMMEDIATE.

FINANCE
21 AUG 1928
No.

My Dear Mr.Srinivasa Iyengar,

Referring to the Errabettayyanur case, I have enclosed the further report of Mr.Dutt and the statement of previous and new lessees which will make the position clear. I send also my Office records containing Mr.Dutt's previous report and the new lease deed already registered.

I feel that there is absolutely no risk involved in sanctioning the new arrangement. I request that the Legal Remembrancer may be again consulted in the light of this further information and the knowledge and willingness of the two lessees and orders communicated as quickly as possible.

Yours sincerely,

B. Srinivasa Iyengar, Esq., B.A., b.L.,
Financial Secretary to Government of Mysore,
Bangalore.

X. To L.R with Compliments for favour of Very early Opinion. To the enclosed papers are further up.

21.8.28

A.R.
17/8/28.

Appendix F G—1

SUBJECT..... .....

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Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *192*

Date of issue 28/8/29

Signed by .....

st of enclosures.....

Copied by.....

Examined by.....

Regd ed

Section Mrg

File No. 6-3-28

Serial No. 15

No. 485 Enc one file ~~with~~ containing 5 documents and a S.B Pass Book

To ~~the~~ The D.C. Kolar -

Sir,

Adverting to correspondence ending with your D.O. letter No. A_2 - C 2134/28-29 Dy 15th Aug 29 Re the lease of Errambattupalli village of the Kangundi zamindari belonging to Sri Anam Mali, I am directed to request you to take action according to legal opinion already communicated to you in this office letter no. 108 Dy Mrg 53-28-12

15.7.29.-

The records are herewith returned. I have etc

Secy

WD 0399—GPB—20,000—18-9-28

Copy to me no 486 of 28-8-29
in Contn of this office letter
No. 107 Dt 15-7-29

B.O

28/8

Dist Jail Sehore